

February 6, 2013

**PRIVILEGED AND CONFIDENTIAL
FOR SETTLEMENT PURPOSES ONLY**

Via Facsimile and Federal Express

Big Time Toys, LLC
708 Berry Road
Nashville, TN 37204
Attention: Jamie O'Rourke

Re: Purchase Agreement and Amendment to License Agreement
Between Big Time Toys, LLC and Transcence Corporation and
Yolanda von Braunhut, dated as of May 1, 2009 (the “Agreement”)

Dear Jamie:

As you know, this firm represents Transcence Corporation (“Transcence”) and Yolanda von Braunhut (“YvB”) in connection with the Agreement. I write to follow up on our conversation yesterday regarding a possible resolution of the present dispute between the parties concerning the termination of the Agreement.

While my clients firmly believe that the Agreement (together with the License Agreement) was validly and effectively terminated pursuant to this firm’s January 18, 2013 letter, they are prepared to amicably resolve the dispute regarding same to avoid litigation costs on the following material terms and conditions:

- Big Time Toys, LLC (“BTT”) acknowledges that the Agreement and the License Agreement are terminated and relinquishes any and all rights thereunder;
- Transcence shall pay BTT the sum of \$75,000 in full and final settlement of all disputes between the parties;
- Transcence shall waive its right to recover the December 2012 and January 2013 minimum royalty payments of \$62,500 which BTT failed to pay;
- Transcence shall purchase BTT’s present inventory of pouches at cost;
- BTT shall return and/or turn over all tooling used by BTT in connection with the manufacture of the Licensed Products and/or Sea-Monkeys ® Properties;

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- The parties shall exchange general releases;
- BTT shall indemnify Transcience and YvB for any claims brought by BTT's distributors, suppliers or manufacturers of the Licensed Products and Sea-Monkeys® Properties; and
- The parties shall execute a formal, written agreement setting forth the agreed terms.

This letter is for settlement purposes only, and nothing contained herein shall create any binding obligation upon Transcience and YvB. Transcience and YvB shall not be bound by any terms in connection with the potential resolution of this agreement unless and until the parties execute a formal, written settlement agreement. Further, this letter is without prejudice to, and shall not be construed as a waiver of, any and all of Transcience and Yolanda von Braunhut's rights and remedies under the Agreement, the License Agreement, or otherwise, at law or in equity, all of which are expressly reserved.

Very truly yours,

Christopher P. Milazzo

cc: Jeffrey Kramer, Esq. (via email only)